



REPORT/RECOMMENDATION

To: MAYOR AND COUNCIL	Agenda Item <u>Item No. IV.E</u>
From: Sherry Engelman, R.S Community Health Administrator	<input checked="checked" type="checkbox"/> Action <input type="checkbox"/> Discussion
Date: March 20, 2012	<input type="checkbox"/> Information
Subject: Request for Proposal for Residential Curbside Recycling Collection	

ACTION REQUESTED:

Approve the draft Request for Proposal (RFP) for Residential Curbside Recycling Collection document.

INFORMATION/BACKGROUND:

As directed by the City Council, the attached draft RFP has been prepared and is ready for release to the potential providers for residential curbside recycling collection. Upon Council approval the draft document will become Final and will be released to the public for the potential recycling collectors to submit a collection proposal. The submitted proposals will be reviewed and the outcomes presented to Council for their approval.

This document has been reviewed by the City Attorney.

ATTACHMENTS:

Request for Proposals (RFP) for Residential Curbside Recycling Service. (pdf format)

City of Edina, Minnesota

**Request for Proposals (RFP)
For Residential Curbside Recycling Services**

March 20, 2012
Draft #12 (As of 3-15-2012)

**City of Edina
4801 West 50th Street
Edina, Minnesota 55424**

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1 Introduction

These specifications define the service standards, specifications and proposal requirements of the Residential Curbside Recycling Service for the City of Edina. The City seeks to enter into a new recycling contract with a company that has the resources and ability to provide residential collection service for city-designated recyclables for the entire City.

It is the intent of the City of Edina to accept and evaluate proposals for residential curbside recycling services including collection, processing, marketing and public education. The goals of the City are to maximize the fullest recovery possible of city-designated recyclables from all Edina residents and to achieve the most cost effective and environmentally sound recycling system.

2 Contractor Selection Process and 2012 Schedule

To the best of its ability, the City will use the following process and 2012 schedule for its decision-making process:

- ♦ Tuesday, March 20: Edina City Council approves final request for proposals (RFP) and authorizes release.
- ♦ Thursday, March 29 and April 5: Notice of RFP published in the Edina Sun Current and on City's web page (full RFP).
- ♦ Monday, April 9, 4:00 p.m.: Deadline for prospective respondents to submit questions to the City. Wednesday, April 11: City response to questions.
- ♦ **Wednesday, April 18; 4:00 p.m.: Proposal submittal deadline.**
- ♦ April 19 – April 26: Proposal Review Process
- ♦ Thursday, May 3; 7:00 p.m.: Recycling and Solid Waste Workgroup meeting to recommend top ranked proposer(s).
- ♦ Thursday, May 10; 7:00 p.m.: Energy and Environment Commission meeting to recommend top ranked proposer(s).
- ♦ Tuesday, June 5 or 19; 7:00 p.m.: Edina City Council meeting to authorize negotiations with top ranked proposer(s).
- ♦ June/July: Contract negotiations with top ranked proposer(s)
- ♦ Tuesday, June 19 or July 17; 7:00 p.m.: Edina City Council meeting to approve final contract.

2.1 City Contact

Prospective proposers and their agents may contact Solvei Wilmot, Recycling Coordinator for the City of Edina, regarding the City's RFP and procurement decision making. (See also Section 5.4 on "Restricted Communications").

2.2 Clarification Process

Requests for clarification, questions, or requests for information about this RFP or process must be submitted in writing to the City's contact person by 4:00 p.m., Wed, March 28, 2012. All questions and requests for more information, and the City's responses, will be summarized in writing and forwarded to prospective proposers by Tuesday, April 10, 2012.

2.3 Submittal Closing Date

All proposals must be sealed and delivered to the Recycling Coordinator at Edina City Hall, 4801 West 50th Street, Edina, MN 55424. Recycling Services Proposals must be received no later than **4:00 p.m., Wednesday, April 18, 2012**, to be considered eligible. See Section 8 for details on how to submit a proposal.

2.4 Minimum Qualifications to be Eligible

Prospective proposers must have minimum qualifications to be considered as eligible to respond to this RFP. A prospective proposer must meet the following qualifications criteria to be considered eligible to respond:

- ♦ Have provided residential curbside recycling services of similar size and scope to other municipalities in the Twin Cities Metropolitan Area; and
- ♦ Have adequate truck, personnel, customer service/communications and management capacity to service the City of Edina as per the specifications within this RFP.
- ♦ Have documented contracts with one or more Material Processing Facilities (MRFs), own or operate a MRF, or have direct contracts with end users of recyclable materials that extend for the full period of the contract. The City reserves the right to examine the contracts and/or facilities to verify compliance with this requirement.

If a prospective proposer does not yet have these qualifications, their proposal will be rejected as not eligible. Only eligible proposals will be considered and evaluated by the City.

The City retains the sole right to determine if a proposer meets the minimum qualifications. This judgment by the City shall be final and not contestable.

2.5 Trade Secret (Include in a separate sealed envelope)

Proposer may elect to submit data in a separate sealed envelope with a cover memo requesting that the enclosed data be classified as “nonpublic data” under the Minnesota Government Data Practices Act. The City will review the data to determine its correct classification.

2.6 Review Committee

The City will form a review committee to review and analyze the details of the qualified submitted proposals (See “Evaluation Criteria” section of this RFP). The committee reserves the right to ask the Proposer for additional information/clarification to better understand the proposals. The committee will recommend the top three Proposers, in rank order of priority, to the City Council.

2.7 Negotiations

City staff will negotiate terms of the contract with the Contractor ranked first by the proposal review process. If negotiations with the first ranked Contractor are not successful, the City may then initiate negotiations with the second ranked Contractor, and so on.

2.8 City Council

Once a draft contract has been successfully negotiated, City staff will present the draft contract to the City Council. The City Council may then award the contract and authorize staff to execute it.

2.9 Recycling Service Start Date

The new recycling contract will commence on January 1, 2013; however, if a single sort recycling contract is negotiated by the City, single sort collection may begin after March 30, 2013, at the discretion of the City. If so, the Contractor would provide dual-sort service for the interim period from January 1 through March 30, 2013 under the same or similar operations to the current dual-sort program.

3 Background and History

The first recycling collection in Edina was done by the Edina Garden Council in 1970 with a drop off site for glass in the parking lot of the Southdale Red Owl. In 1972 the drop-off location was moved to the Edina Public Works Garage at 5121 Brookside Avenue. The drop-off site expanded to include, paper, Goodwill items, cans and used oil. On November 1, 1993, after 20 years, the Edina recycling drop-off center closed. However, residential weekly curbside collection had already begun in a pilot area in 1986. In 1989 the curbside recycling program expanded city wide and collected cans, glass, newspaper and corrugated paper.

Edina's current residential recycling program is a weekly curbside collection of ten items collected in two categories: paper and rigid containers. The paper items include newspaper, magazines, mail, boxboard, corrugated paper, magazines and phone books. The rigid containers include cans, glass, and #1 and #2 plastic bottles.

The annual tonnages for 2011 are as itemized in Table 3-1 below:

Table 3-1 2011 Annual Tonnage

Item	Annual Tonnage
Newspaper	2,056
Corrugated/boxboard	266
Magazines	266
Mixed Paper	244
Phone Books	0.18
Glass	1,146
Cans	207
Plastic Bottles	444
Total	4,629

Recycling service is provided to 13,298 single family and duplex homes and 949 multi-units of 3 to 8 units (see Table 3-2 below). The participation rate is over 90% of all households setting out recycling for collection.

Table 3-2 Multi-Family Housing On Weekly Recycling Pickup

Name Units	Address	Zip	
<u>Apartments, 8 or fewer units:</u>			
	5107 49 th St W	55436	5
	5115 49 th St W	55436	5
	5148 Hankerson	55436	4
	4200 Valley View Rd	55424	4
	4240 Valley View Rd	55424	4
	4246 Valley View Rd	55424	3
	4000 Mavelle Drive	55435	4
	7101 Lynmar Lane	55435	4
	4300 Parklawn Avenue	55435	8
	4200 64 th Street	55424	<u>3</u>
	Apartments Subtotal		44
<u>Condo, 8 or fewer units:</u>			
Edina Morningside	4360 France Ave	55410	8
Valley View Est	6201 Brookview Ave	55424	<u>5</u>
	Condos Subtotal		13
<u>Townhomes:</u>			
Blake Ridge	6055-6141 Blake Rd Road	55436	31
Cahill of Edina	7400-7486 Cahill Rd	55439	44
Colony	6330 Barrie Road	55435	236
Dewey Hill III	Shaughnessy Rd & Lochmere Terrace	55439	34
Edina Mills	4699-12 France Ave	55410	7
Gleason Court	6400-6519 Gleason Ct	55436	28
Habitat Ct.	6100-6121 Habitat Ct.	55436	18
Highcroft	5501-65 70 th St W	55439	21
Highlander	7032 Cahill Rd	55439	17
Lewis Ridge	7220-7240 Lewis Ridge	55439	15
Londonderry	Duncan Ln, Tucker Ln	55436	36
Manor Homes Edina	6800 Langford Drive	55436	144
Nine Mile Village	Falcon, Oriole, Pheasant, Red Fox, Sandpiper	(55436)	97
Pondwood	7700-7744 Pondwood Dr	55439	24
Summit Hill	5205 Interlachen Blvd.	55436	5
Tanglewood Court	7700-7733 Tanglewood	55436	32
Vernon Court	6200-6216 Vernon Ct.	55436	5
Vernon Hills	Vernon Hills Road	55436	16
Vernon Woods	6703-6711 Vernon Ave	55436	5
Waterford Court	6100-6110 Waterford	55436	10
Wellesley Place	1—8 Wellesley Place	55436	8
White Oaks	4620-4626 France Ave	55439	<u>4</u>
Woodview Court	7650-7677 Woodview Ct	55436	23
	Townhomes Subtotal		<u>892</u>
	GRAND TOTAL		949

Note: Habitat Ct., Waterford Ct, Gleason Ct., Tanglewood Ct and Vernon Hills function as townhomes but are classified R-2 by City – two unit side by side buildings, zero lot line.

4 Definitions

4.1 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

4.2 City's Annual Recycling Public Education Flyer

The Contractor will be responsible for providing and will incur the cost of an annual public education brochure to be included as a utility bill insert. The brochure shall include an annual calendar, list of materials to include for recycling collection, list of materials that cannot be recycled in the City's program, how to prepare materials for collection, a paragraph of information provided by the City of Edina Recycling Coordinator regarding recycling in Edina, and a holiday collection schedule calendar. The City will have final approval of the brochure before printing. The Contractor will be responsible for distributing the brochure to all new customers throughout the year.

4.3 City-Designated Recyclables

The following recyclables are required to be included in recycling collection: rigid bottles and cans including aluminum cans; clean aluminum foil; steel and tin cans; glass containers, jars and bottles; rigid plastic containers (including caps and lids) made from plastic types #1, #2, #3, #4 and #5; paper products including newspapers; catalogs; magazines; boxboard; phone books; household office paper and mixed mail; and corrugated cardboard; and aseptic containers.

Materials may be added to this list as part of the proposal, or by mutual written agreement between the City and the Contractor.

4.4 Collection

The aggregation and transportation of city-designated recyclables from the place at which they are generated, and including all activities up to the time when the recyclables are delivered to a recycling facility.

4.5 Collection Day Schedule

The City of Edina has established areas and recycling collection days which will be adhered to. See Attachment A for Collection Route Schedule.

4.6 Commodity

Any individual material including specific, industry grades of material categories as defined by this RFP and the Agreement.

4.7 Contractor

The successful respondent under this RFP who enters into a final contract with the City to provide City residential recycling service beginning on January 1, 2013.

4.8 Customer service

The service provided to the residents of Edina by the Contractor.

4.9 Curbside

The area of public right-of-way between the property line and the curb or edge of the street, including collection in alley ways, but not on the street.

4.10 Curbside Recycling Bins

Uniform curbside recycling bins (i.e., green plastic 18 gallon recycling bins) supplied by the City of Edina in which City-designated recyclables can be stored and later placed for curbside collection, as specified by the City. Also pertains to other City-provided bins, boxes, carts or other containers of acceptable size (determined by the City) used by residents to separate their recyclable material.

4.11 Curbside Recycling Carts

Uniform curbside recycling carts under the single-sort system scenario defined in this RFP. The standard or “default” cart size shall be approximately 65 gallons (nominal capacity).

4.12 Curbside Recycling Service

The recycling collection service, together with related public education and other customer services, specified in this RFP.

4.13 Dual-sort

A system where residents separate their city-designated recyclables into two categories: paper (or “fiber”) products and rigid containers. Recyclables are kept in these two distinct categories through collection at curbside and transportation to a processing facility. Recyclables are then processed separately and sorted into commodities for sale.

4.14 Fiber

Fiber includes the following, but is not limited to these items:

- ♦ Old newspaper (ONP) including inserts
- ♦ Old magazines (OMG) including catalogs
- ♦ Old corrugated containers (OCC)
- ♦ Old boxboard (OBB)
- ♦ Household office paper /mixed mail (HOPM)
- ♦ Old phone books (OPB).
- ♦ Rigid Aseptic Containers

4.14.1 Household Office Paper/Mixed Mail (HOPM)

Included, but not limited to mail, advertisements, office paper school papers, and envelopes. Shredded paper is acceptable in closed paper bags.

4.14.2 Old Corrugated Cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls. Does not include plastic, wax or other coated cardboard.

4.14.3 Old Magazines (OMG)

Glossy and non-glossy magazines and catalogs.

4.14.4 Old Newspaper (ONP)

Newspapers, including inserts.

4.14.5 Rigid Aseptic Containers

Also known more commonly as “milk cartons and drink boxes” (MCDBs), these are multi-layered paper boxboard containers used for consumer beverages lined with a barrier such as polyethylene plastic to maintain the liquid product as sterile. Some types of aseptic containers also contain an aluminum film layer. Flexible aseptic pouches (not boxes) are not included in this definition and are not acceptable in the City’s recycling program.

4.15 Market Demand

The economic and technical capacity of markets to use recyclable material to make new products.

4.16 Market Indicator

Commodity price indices as per specified recycling industry publication or actual prices paid by a specified end-market company.

4.17 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to, end-markets, intermediate processors, brokers and other recycling material reclaimers.

4.18 Multi-Family Dwellings

A building or a portion thereof containing three to eight dwelling units.

4.19 Process Residuals

The amount of city-designated recyclable material that is not recycled due to material characteristics such as size, shape, color, cross-material contamination, and which must be

disposed as solid waste. Process residuals may also include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweepings, and rejects from specific processing equipment (e.g. materials cleaned from screens).

4.20 Processing

The sorting, volume reduction, baling, containment, or other preparation of city-designated recyclable materials delivered to the processing center for transportation or marketing purposes.

4.21 Processing Center

A recycling facility that conforms to all applicable rules, regulations and laws of state, local or other jurisdictions in which city-designated recyclable materials are processed for sale or transportation to sale.

4.22 Process Fee

Agreed upon unit fee allocated towards Contractor's cost of processing various types of city-designated recyclables.

4.23 Proposal Scenario

There are three types of proposal scenarios defined in this RFP:

- Dual-sort (RFP – specified)
- Single-sort (RFP – specified)
- Alternate scenario (Proposed – specified)

Proposers must clearly describe which scenario or set of scenarios they are proposing. Only minor changes are allowed to the RFP – specified dual-sort and single-sort scenarios before becoming an alternate scenario.

4.24 Proposer

Companies, or teams of companies, that respond to this RFP according to the specifications in the RFP and who are determined to meet the minimum qualifications criteria.

4.25 Prospective Proposer

A company, or team of companies, that is considering submitting proposals in response to this RFP.

4.26 Recycled Content Products

Products or goods that are made from products collected and remanufactured, including roadbed or other aggregate products that are openly marketed and have positive value.

Recycled content products do not include use of any city-designated recyclables as landfill cover.

4.27 Recycling Facility

A materials recovery facility (MRF) where recyclable materials are received, stored, processed, and/or transferred to an end use market.

4.28 Revenue Sharing

The agreed upon percentage of net revenues that the Contractor will pay the City.

4.29 Rigid Containers

Products or goods that are cans, glass and/or plastic bottles as defined in this paragraph.

4.29.1 Aluminum Cans

Disposable containers fabricated primarily out of aluminum, commonly used for soda, beer, juice, water or other beverages.

4.29.2 Glass Jars and Bottles

Glass jars, bottles and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

4.29.3 "Plastic Containers"

Blow molded plastic bottles (plastic resin types #1, #2, #3, #4 and #5) including milk jugs, laundry bottles, ketchup bottles, soft drink bottles, water bottles, liquor bottles and similar containers and, now, including injection molded containers or "tubs", such as butter, deli containers, whipped topping containers, or other hinged, plastic trays (e.g., "clamshell" containers). This now also includes the caps and lids for the rigid plastic containers itemized below.

The following sub-types of plastic bottles and non-bottle, rigid containers are included:

4.29.3.1 (#1) PETE

Plastic bottles and injection molded tubs made from polyethylene terephthalate (plastic resin type #1). PETE is a clear, tough plastic with good gas and moisture barrier properties. PETE plastic is used in soft drink, water, beer, liquor bottles, and other blow-molded containers.

4.29.3.2 (#2) HDPE – Colored

Blown molded, plastic bottles and injection molded tubs made from high density polyethylene resin (plastic resin type #2) with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

4.29.3.3 (#2) HDPE – Natural

Plastic bottles and injection molded tubs made from high density polyethylene resin (plastic resin type #2) without pigment or coloring (e.g., milk jugs and gallon water jugs.)

4.29.3.4 (#3) PVC

Plastic bottles and injection molded tubs made from polyvinyl chloride (plastic resin type #3). PVC is a clear, tough plastic with good gas and moisture barrier properties. PVC plastic is used in some soft drink, water, beer, liquor bottles, and other blow-molded containers.

4.29.3.5 (#4) LDPE

Plastic bottles and injection molded tubs made from low density polyethylene (plastic resin type #4). LDPE plastic is used in more flexible containers, including plastic bags.

4.29.3.6 (#5) PP

Plastic bottles and injection molded tubs made from polypropylene (plastic resin type #5). PP is often opaque, not clear, and use in softer, “squeezable” food containers (e.g., ketchup, mustard, syrup, etc.)

4.29.4 Steel Cans

Containers used for food or beverages, fabricated primarily of steel with a tin coating.

4.30 Single-Sort

A system where residents place their city-designated recyclables into one container. The Contractor provides one recycling cart to each resident. Recyclables are collected at curbside and transportation to a processing facility. Recyclables are then processed at the Contractor’s material recovery facility (MRF) and sorted into commodities for sale.

4.31 Source Separated Compostable Materials (SSCM)

SSCM is a broad class of compostable materials including both yard waste and selected food wastes separated by residents for separate collection, processing and marketing. [Note: The specifications within this RFP do not require collection of source separated compostable materials. If a prospective contractor proposes such a separate collection system as part of an alternate scenario, the Proposer shall specify the definition of SSCM, the details of the collection method(s), and proposed price. See also Sections 10 and 11 and Worksheet B.3 for more information about proposal alternates.]

4.32 Studies of Set-out Rates and Participation

Set-out rates are defined as the percent number of residential curbside recycling stops on any given collection day within a specified route over the total number of households served.

Participation rates are defined as the percent number of residential households that set out recyclables at one time or another over a given, continuous study period (i.e. six straight weeks or more).

Participation studies may be proposed as part of a larger plan for recycling program evaluation and progress monitoring. If participation studies are proposed, detailed methods and standard measurement definitions should be included in the proposal.

4.33 Waste

Any non-recyclable material collected by the Contractor and delivered to a processing facility by the Contractor that is not designated by the City as recyclable and is not recoverable for recycling. Typical “waste” includes but is not limited to pumps on plastic bottles, ceramic or window pane glass material in glass streams, glass shards, and freezer food boxes in the paper stream.

5 Contractor Selection Process and Schedule

To the best of its ability, the City will use the following process and schedule for its decision-making.

5.1 Restricted Communications

Proposer shall restrict all communications solely to the designated contact listed in Section 2.1. This restriction is effective at 8:00 a.m. on the date the final RFP is publicly released up through the date of final execution of the agreements. Other communications during this period may result in the offending Proposer being disqualified from further consideration.

All contact by prospective Contractors and their agents about the City’s RFP and procurement decision-making must only be made with the “City’s designated contact person”, Solvei Wilmot, Recycling Coordinator, Edina Health Department, (952) 826-0463 or e-mail to swilmot@EdinaMN.gov

Proposers must notify the City’s designated contact person of their intent to submit a proposal by March 22, 2012. This will allow the City to maintain a list of companies that shall receive further communications from the City, if any, (e.g., RFP addenda, etc.).

Questions, requests for clarification, or requests for information about this RFP or process must be submitted in writing to the City’s contact person by 4 p.m., Tuesday, April 9, 2012. All questions and requests for more information, and the City’s responses will be summarized in writing and forwarded to all qualified Proposers by Wednesday, April 11, 2012.

5.2 Proposal Deadline

All proposals must be sealed and delivered to the Recycling Coordinator at Edina City Hall, 4801 West 50th Street, Edina, MN 55424, no later than 4 p.m. (CDT) Wednesday, April 18, 2012, to be considered eligible.

5.3 Proposals to be Held as Non-Public

Only the company names of Proposers submitting proposals will be made public immediately after the proposals are received. All proposal documents shall be held as nonpublic data until the City completes the negotiations with the selected vendor, subject to the requirements of the Minnesota Data Practices Act [MN. Statutes 13.591, Subdivision 3 (b), Data Practices Act.].

5.4 Proposal Review

The City will review and analyze the details of the qualified submitted proposals. (See also Section 15 - "Evaluation Criteria" of this RFP.) The top three Proposers, in rank order of priority, will be recommended to the City Council.

The top-ranked Proposer(s) shall permit a tour of its material recycling facility, MRF, or subcontractor's MRF, and similar collection operations by staff s. Such tours may be conducted prior to award of the contract and/or after award of the contract at such time and date(s) as are mutually acceptable to City and Proposer.

City staff will negotiate with the Proposer that is top ranked. If negotiations with the top-ranked Proposer are not successful, the City may then initiate negotiations with the second ranked Proposer, and so on.

Once a draft contract has been successfully negotiated, City staff will present its recommendations to the City Council on or about Tuesday, June 19, 2012, 7:00 p.m. The City Council may then award the contract and authorize staff to execute it.

5.5 City's Rights

Proposals may be rejected in whole or part. The City of Edina reserves the right to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted;
- Accept part or all of the proposals on the basis of what is considered to be the "best value" for the City and its residents based on the evaluation criteria in Section 15; and
- Negotiate specific work elements with the top ranked Proposer(s) into a final contract.

6 Term of Contract

The term of the new recycling contract is expected to be a period of three (3) years, January 1, 2013 through December 31, 2015, although contract periods of five (5) or seven (7) years may be considered by the City.

7 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement

The Contractor shall submit an annual report to the City. Upon receipt of the Contractor's annual report, the City staff shall schedule a meeting with the Contractor and the City's Energy & Environment Commission's (EEC) Recycling and Solid Waste (RSW) Working Group who shall report their findings to the City's Energy and Environment Commission. The Contractor shall provide the EEC RSW Working Group at this annual meeting information that includes, but is not limited to, the following:

- ♦ The Contractor's annual report, including trends in total City recyclables tonnages, materials composition, recovery rates (i.e., pounds per household), contamination rates as collected, residuals rates from the recycling facility, set-out rates, and participation rates from any participation studies.
- ♦ Annual progress on reducing greenhouse gas emissions from its activities under this contract.
- ♦ Efforts the Contractor has made to expand markets.
- ♦ Review Contractor's performance based on feedback from residents to the Energy & Environment Commission members and/or City staff.
- ♦ Discuss Contractor's recommendations for improvement in the City's recycling program, including additional materials to be collected, enhanced public education and other opportunities.
- ♦ Review of Contractor's annual processing facilities report (or subcontractor's report) to the Minnesota Department of Revenue (pursuant to M.S. 297h.06 Subd 1.5).
- ♦ Discuss City staff recommendations for Contractor's service improvements.
- ♦ Discuss other opportunities for improvement with the remaining years under the existing contract.

8 How to Submit Proposals

Proposals shall be submitted to the Recycling Coordinator at City Hall no later than 4 p.m. (CDT) Wednesday, April 18, 2012 in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: "Recycling Services Proposal"
City of Edina
Recycling Coordinator
4801 W. 50th Street
Edina, MN 55424

Proposals will be treated in accordance with MN. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Four (4) written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must also be submitted on a CD disk (or suitable alternative disk format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative.

9 Proposal Content

Qualified proposals must include at least the following elements:

- ♦ Statement of Proposer's qualifications, including references of other municipal clients in the Twin Cities metro region receiving similar services.
- ♦ Proposal for revenue sharing with the City.
- ♦ Information regarding environmental benefits of the proposal. For example, how does the proposal's collection plan lessen greenhouse gas emission of vehicles? What are the estimated recycling and residual rates at the recycling facility?
- ♦ List of materials proposed to be collected (if different from the City's designated recyclables) and a discussion and rationale for any proposed changes to the City's standard list of recyclable items.
- ♦ Proposed collection, processing and public education services for:
 - Single family dwellings (SFD's) receiving curbside service
 - Multiple family dwellings (MFD's) 3 to 8 units receiving curbside service.
- ♦ Completed price worksheets (see Attachment B).
- ♦ Completed questionnaire (see Attachment C).
- ♦ Copy of education tag
- ♦ Copy of monthly report
- ♦ Statement of acceptance of the City's dual-sort scenario specifications or single-sort scenario specifications, or suitable alternate
- ♦ Statement of acceptance of annual public education flyer requirement
- ♦ Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.

10 Proposal Scenarios

The City will allow Proposers to submit two or more types of recycling system scenarios:

- ♦ Dual-sort
- ♦ Single-sort
- ♦ Alternate scenario

An alternate scenario can be submitted. If an alternate scenario is proposed, it will be considered using the same evaluation criteria and process as the dual-sort and/or single-sort scenarios. Alternate proposals must have clear and complete descriptions of the proposed operations to be considered.

10.1 Dual-sort Scenario

Proposers may submit a dual-sort proposal scenario. The dual-sort system RFP specifications are the same as the City's current recycling operations except that the addition of aseptic containers and additional types of plastics are included (i.e., adding plastic: tubs, lids/caps, and plastic types #3, #4, and #5).

Under the dual-sort RFP scenario, residents will continue to be instructed to separate recyclables into two groups of materials:

- (1) All rigid food and beverage containers, including glass, metal, and plastic bottles and tubs types #1, #2, #3, #4, and #5.
- (2) All paper fiber products, including aseptic containers, newspapers, boxboard, magazines, household office paper/mixed mail, catalogs, phone books, kraft bags and corrugated cardboard.

The Contractor will provide and distribute educational tags when improper materials have been included by the resident in the recycling bin.

All recycling and processing facilities used by the Contractor for city –designated recyclables during the term of this contract shall conform to all applicable rules, regulations and laws of federal, state, local or other jurisdictions.

Once under contract, the Contractor shall not make any changes to dual-sort operations without written approval of the City. This includes: public education, collection, or processing operations. Other design and operating details of the current collection, processing and public education systems are assumed within this dual-sort scenario.

Contractors may propose variations to this scenario including collection of other grades of plastics (e.g., additional plastic types) or other “new” materials as part of a proposed alternate scenario.

The Contractor shall provide curbside bin storage, inventory and distribution and maintenance services for the City. However, the City will continue to purchase and own the curbside bins.

10.2 Single-sort Scenario

Proposers may also submit a single-sort proposal scenario. The single-sort system is one in which residents place their city-designated recyclables into one container for collection. Under this scenario, a 65-gallon recycling cart shall be provided, assembled and maintained by the Contractor for each residential household for recyclable material storage and set-out. Fully commingled recyclables are kept in one category throughout the collection, transportation and unloading at the processing facility. Recyclables are then processed and sorted into commodities for sale.

10.2.1 Single-sort start date

The start date for any new single-sort recycling contract, if such a contract is awarded by the City, shall be January 1, 2013. A phase-in period allowing continuation of dual-sort service through March 30, 2013 may be permitted to allow the Contractor to purchase equipment (e.g., recycling carts) and provide public education to City residents. Proposers may suggest an alternative “change date” to start the new single-sort recyclables collection service, but this must be clearly specified in their response to this RFP (e.g., in response to question #21.b in the questionnaire, Attachment C).

10.2.2 Cart size

The default cart size shall be approximately 65 gallons (nominal capacity). Proposers shall include their proposed policy for smaller, 35 gallon recycling carts or larger 95 gallon recycling carts should a resident request a cart other than the default size. This proposed policy shall clearly describe the number of cart size “switches” that residents are allowed to make each year. Proposers shall not differentiate the price of recycling by size of cart.

10.2.3 Cart color and labels

Proposers must clearly specify their proposed single-sort cart color, hot-molded logos, and in-mold label (IML) of resident recycling instructions. A reference example of IML recycling instructions (e.g., from another existing city recycling program) must be included in the proposal packet.

10.2.4 Cart Purchase, Ownership, Shipping, Assembly, Delivery, Inventory and Maintenance

The Contractor shall purchase, own, ship, assemble, deliver, store/inventory and maintain the carts. Any deviation, variance or proposed change to this specification shall be defined as an “alternate scenario”. The alternate proposal changes shall be fully described in the response to this RFP.

10.2.5 Collection frequency

Single-sort recyclables shall be collected every other week under a single-sort scenario as specified by this RFP. Weekly collection frequency for single-sort service is allowed, but this must be defined as an “alternate scenario” with a separate proposed price. Dual-sort scenario as specified by recyclables shall be collected weekly.

10.2.6 Truck-side materials inspection / quality control

Recyclable materials inspection at the truck-side (prior to unloading the cart) is preferred but not required. Proposers must adequately specify in their proposals how they plan to manage prohibited items that residents may place in the recycling cart.

The City prefers that single-sort, automated collection trucks and lifters be equipped with some form of monitoring system for the driver to observe the materials as the cart is being dumped into the hopper. For example, technology is available for a video camera capable

of viewing cart dumping with a display inside of the truck cab. Proposers may have other means to monitor material quality before or during unloading, which shall be fully described in the response to the RFP.

10.2.7 Pick-up of old, dual-sort curbside bins

The Contractor shall provide pick-up service of the City's old, dual-sort curbside bins. Proposers must provide a detailed description of proposed bin pick-up, processing and recycling policies and procedures. The City retains all rights to the ownership and scrap value of these bins. The City retains all rights to review and approve any and all resident instructions about set-out and recycling of these old bins.

10.2.8 Public education and cart roll-out schedule

The Contractor shall be responsible for purchase, production and distribution of at least the following public education materials:

- ♦ Residential Recycling Instructions within a molded label (IML) on the cart lid
- ♦ Single-sort system instructional brochure for residents
- ♦ Single-sort system instructions for the City's web page and newsletter.

This is the minimum list of public education materials that the Contractor shall provide. Proposers are encouraged to itemize additional public educational tools and concepts above this minimum list. Please describe these additional items carefully.

The City shall approve any and all public education content within any and all public education tools. The Contractor shall provide draft copy to the City of any content at least one month (see Section 18, below) prior to final drafting and production of any public education tool.

Any single-sort proposal (whether RFP-specified scenario or "alternate scenario") must have a detailed and clear public education and cart roll-out schedule. This schedule must include Contractor and City deadlines for:

- ♦ Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City;
- ♦ Cart order quantity (including specified overage to have in stock as excess inventory);
- ♦ Contractor's draft content and camera-ready proof mock-up of a single-sort program brochure of instructions for residents.
- ♦ Contractor's draft instructions content and graphics for the City to post on its web page and include in its City newsletter to residents.
- ♦ Contractor's plan for cart roll-out to residents.
- ♦ Recycling bin pick-up procedures.

10.3 Alternate Scenario

Proposers may elect to also submit a proposal for an alternate scenario that does not conform to the specifications listed in the dual-sort or single-sort RFP scenarios as described above. Alternate scenarios could include major changes in the system such as:

- ♦ Single-sort cart ownership by the City instead of the Contractor

In any case, even within an alternate scenario, the prospective Proposers shall not propose to:

- ♦ Have residents sort into two categories of recyclables and then collect and process them in a single-sort mode.
- ♦ Collect materials in a dual-sort mode and then process them in a single-sort mode.

11 Price Worksheets and Questionnaire

Responsive Proposers must complete a price worksheet and questionnaire as part of each proposal they submit (see Attachments B and C).

In addition, Proposers may also complete an “Additional alternate” price worksheet (see Attachment B.3) if their proposed system does not exactly fit into the City-specified dual-sort or single-sort scenarios. If alternate scenarios are proposed, the “Additional Alternate” worksheet must be submitted for each scenario.

Price escalators, consumer price index increase and fuel surcharges are not allowed. Rather, such annual cost changes shall be factored into the annual proposed prices for each year within the proposed term of the contract, as per the Price Worksheets in Attachment B.

12 Collection Fee Price on a Dollars per Household Basis

The City will make payment for the collection service fee on a per household basis in the City-specified dual-sort and single-sort scenarios.

13 Revenue Sharing

All qualified proposals shall state explicitly if the Proposer is electing to participate in revenue sharing with the City. If the City awards the contract to a Proposer that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, every month, rebate an amount to the City based on the proposed formula.

13.1 Traditional Revenue Sharing Formula

The City specified revenue sharing formula for purposes of this RFP consists of the following provisions:

Revenue sharing shall be on all fiber grades, aluminum, steel cans, plastic bottles and glass. The percent revenue share and processing fees shall be individually specified for

each of these commodities as outlined in the attached price worksheets. (See Attachments B.1 and B.2)

The basic components of the revenue sharing formulae for most of the commodities include:

- ♦ Published industry end market “index” (\$ per ton based on specified commodity grades);
- ♦ Proposed percent revenue share (%) by commodity;
- ♦ Proposed processing fee (\$ per ton) by commodity; and
- ♦ Estimated commodity tonnage volumes (tons per month).

A per ton payment of all paper grades collected from the City will be based on the published index less the proposed paper processing cost per ton. The published index used shall be the Official Board Markets (OBM) “Yellow Sheet,” Chicago region for Old Newspapers (ONP) # 8, high side of range. Proposers must state on the price worksheet what percent of this index will be used for the “gross revenue” (see Attachment B.1.1) and the proposed paper processing cost per ton (see Attachment B.1.2).

A per ton payment of aluminum collected from the City will be based on the published index less the proposed aluminum processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap. Proposers must state on the price worksheet what percent of this index will be used for the “gross revenue” (see Attachment B.1.1) and the proposed aluminum processing cost per ton (see Attachment B.1.2).

A per ton payment of steel cans collected from the City will be based on the published index less the proposed steel processing cost per ton. The published index used shall be the Waste News.com adjunct commodity pricing service www.SecondaryMaterialsPricing.com, Chicago (Midwest/Central), Metals” Steel cans (sorted, baled), last published price of the month. (Note: A suitable alternative published index may be proposed by the prospective contractors as part of this RFP-specified scenario without the need to submit an alternate proposal scenario.) Proposers must state on the price worksheet what percent of this index will be used for the “gross revenue” (see Attachment B.1.1) and the proposed steel cans processing cost per ton (see Attachment B.1.2).

A per ton payment of plastic bottles collected from the City will be based on the published index less the proposed plastic bottle processing cost per ton. The published index used shall be the Waste News.com adjunct commodity pricing service www.SecondaryMaterialsPricing.com, Chicago (Midwest/Central), Plastic Bottles: (baled) sorted into: PETE, Natural HDPE, and Colored HDPE, using the last published price of the month. (Note: A suitable alternative published index may be proposed by the prospective contractors as part of this RFP-specified scenario without the need to submit an alternate proposal scenario.) Plastic bottles composition of sub-grades is assumed to

be: 50% PETE, 25% Natural HDPE, and 25% Colored HDPE. Proposers must state on the price worksheet what percent of this index will be used for the “gross revenue” (see Attachment B.1.1) and the proposed plastic bottles processing cost per ton (see Attachment B.1.2).

A per ton payment of glass bottles and jars collected from the City based on actual revenues received less the proposed steel processing cost per ton. Proposers must state on the price worksheet what percent of actual revenue will be used for the “gross revenue” (see Attachment B.1.1) and the proposed glass processing cost per ton (see Attachment B.1.2).

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the rebate to the City, adequate documentation of the corresponding monthly tonnage of all commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced market indexes (or statements of actual glass revenue) with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage amounts, including provision of weight reports.

All proposal scenarios must contain a percent revenue share offer for all specified commodities as described immediately above (see Attachment B.1.1). Proposers may offer from zero (0) percent to 100 percent revenue share.

At no time shall the City’s cumulative total net revenue share monthly credit be less than zero (\$0) i.e., the City shall not pay a cumulative total (including all commodities) “negative” revenue share credit back to the Contractor.

Hypothetical example #1 of how the specified revenue sharing works follows.

Assume:

- ♦ Published industry market index for old newspaper (ONP) = \$30 per ton [from the Official Board Markets (OBM) “Yellow Sheet”, first issue of the month, #8 News, Chicago; Freight on Board (F.O.B.) the sellers dock];
- ♦ Proposed revenue share = 50% for all paper grades;
- ♦ Proposed processing fee = \$25 per ton
- ♦ Estimated amount of tons of all grades of paper for the month = 285 tons

Therefore, the monthly credit for paper back to the City would be = \$712.50

Or: $(\$30 - \$25) \times 285 \times 50\%$

Hypothetical example #2 of how the specified revenue sharing works follows.

Assume:

- ♦ Published industry market index for old newspaper (ONP) = \$20 per ton [from the OBM “Yellow Sheet”, first issue of the month, #8 News, Chicago; Freight on Board (F.O.B.) the sellers dock];

- ♦ Proposed revenue share = 50% for all paper grades;
- ♦ Proposed processing fee = \$25 per ton
- ♦ Estimated amount of tons of all grades of paper for the month = 285 tons

Therefore, the monthly credit for paper back to the City would be = \$0.00 because the revenue sharing credit for the month (on a cumulative basis, of all commodities) cannot be negative.

Or: $(\$20 - \$25) \times 285 \times 50\%$.

The RFP-specified revenue sharing formulae for the dual-sort and single-sort scenarios requires the use of published industry market indexes for paper, cans and plastic bottles. Prospective Proposers may propose to use “actual sales” prices for their proposed revenue sharing formulae for paper, cans, and plastic commodities only under the proposal alternate scenario. (See Worksheet B.3.)

The City or the Contractor may propose other commodities and corresponding proposed pricing formulae at any time during the duration of the contract. The parties shall enter into negotiations in good faith and any new revenue sharing agreement shall be reduced to writing in the form of an amendment to the contract.

13.2 Other Revenue Sharing Formula as “Alternate Proposals”

The City will accept alternate proposals with a different revenue sharing formula. It must be clearly described, with examples to illustrate how it will work in strong and weak market conditions.

Examples of alternate revenue sharing proposals could include (but are not limited to):

- ♦ Flat rate revenue sharing based on the expected income from historical net City revenue share.
- ♦ Additional commodities with corresponding market indices.
- ♦ Fewer commodities.

14 Optional Services (Not required)

The City has identified a number of optional services that Proposers may wish to include in their proposals. These optional services will not be scored or evaluated by the review committee. There is no advantage to optional services and no disadvantage to excluding such options.

14.1 Separate Collection of Electronics

Proposers may include the option for separate curbside collection of electronics. If awarded the contract, and if the Proposer included this option in their proposal, the City may include this additional service. The Contractor would charge separately for the extra service on a fee basis by invoicing the resident directly. The Contractor shall have a duty to convey the electronics to the appropriate facility permitted to recycle such materials. The Contractor shall indemnify the City from any liability from not recycling, or incorrectly recycling such electronics.

15 Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This is allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

16 RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Proposer shall become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract is in conflict with the referenced RFP or proposal, the contract shall take precedent.

17 Evaluation Criteria

The City's ad hoc proposal review committee will objectively evaluate the proposals submitted to determine the best value for the City and its residents. Alternate vs. dual-sort vs. single-sort proposals will be treated as fairly and equitably as possible.

The following are the evaluation criteria and relative point values for each criterion:

17.1 Environmental

(40 points)

Includes consideration of which proposals have the best relative value to the City and residents as determined by:

- The proposal that allows residents to recycle the most materials (e.g., list of City designated recyclables, recovery rates, participation rates, tons collected),

- The proposal that generates the least amount of process residuals in the residential recycling collection, i.e. waste. Based on this estimate, what is the net amount of tons actually recycled to end markets?
- Alternative fuels are encouraged such as use of compressed natural gas (CNG) or biodiesel.
- The collection method which minimizes pollution through equipment or routing.
- The characterization of glass end markets actually utilized (e.g., percent by type of end use application).
- The proposal and company that has best plans for reducing greenhouse gas (GHC) emissions. (Evaluations will be based on information submitted within the written proposals about plans to reduce GHC emissions due to proposed recycling operations directly and indirectly related to the City of Edina curbside collection services. The City will review GHC emission reductions plans within the following categories (in order of priority relevance to the City of Edina):
 - On-route, curbside collection operations in the City of Edina.
 - Recyclables materials processing operations (in the Twin Cities Metropolitan Area).
 - Materials transportation to market.
 - End markets.
- Innovations proposed to increase recycling participation or tonnages and materials collected.
- The proposal that shows the greatest amount of plastics marketed to domestic (U.S. and Canada) end users

17.2 Economics

(40 points)

Including consideration of which proposals have the best, net relative value to the City and to residents as determined by (not in any special order):

- The proposed price of the recycling collection service (e.g., dollars per household served per month).
- The proposed revenue credits sharing to the City (as estimated by the actual dollar amount of monthly and annual credits back to the City after processing fees.)

17.3 Education

(15 points)

Including consideration of which proposals have the best relative value to the City and to residents as determined by (not in any special order):

- Innovations proposed to improve public education to increase awareness about recycling to all City residents.
- Innovations proposed to improve public education to increase the quantity of recyclable materials collected.
- Innovations proposed to improve public education to improve the quality of the recyclable materials collected.

17.4 Qualifications

(5 points)

Including consideration of which proposals have the best relative value to the City and to residents as determined by (not in any special order):

- How the proposals have been tailored to meet the particular needs of the City of Edina.
- Strength of qualifications of the Proposers (together with any proposed subcontractor(s)).
- Comments from the Proposers' reference clients.

All Proposers must fully complete the questionnaire (Attachment C).

18 General Requirements for Collection

The following requirements are pertinent to all recycling collections.

18.1 Contractor Service Requirements

The Contractor agrees to provide residential curbside recycling services described herein and as described in the Proposal and Attachment A: "Recycling Collection Zones" map.

18.2 Contractor Licensing Requirements

All Contractors are required to obtain a license issued by the City and must have required County and State licensing for all vehicles and personnel.

18.3 Missed Collections

The Contractor shall have a duty to pick up missed recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 4:00 p.m. on the following business day.

18.4 Severe Weather

The Contractor may postpone recycling collections due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to those cases in which the temperature at 6:00 a.m. is minus twenty (-20) degrees Fahrenheit or colder. If collections are so postponed, the Contractor shall notify the City. Upon postponement, collection will be made the next calendar day.

18.5 Collection Hours and Days

The City requires that all recyclable collections begin no sooner than 7 a.m. and shall be complete by 8 p.m. Furthermore, the City requires scheduled collection days to be Monday through Fridays following an already established collection day schedule Attachment A with

delayed collection allowed due to holidays. The Contractor may request one time City authorization of exceptions to these time and day restrictions (e.g., pursuant to the “Severe Weather” provision 19 above). The Contractor must request such exception prior to the requested collection event and specify the date, time and reason for the exception.

18.6 Monthly Complaints Report

The Contractor shall provide the City with a list, monthly, of all customer complaints, including a description of how each complaint was resolved.

18.7 Vehicles

All collection vehicles will comply with EPA and Department of Transportation emission standards. Contractors must indicate what model and year vehicles they will be using in their fleet.

18.8 Weighing of Loads

Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. Weight data shall be kept on file and made available for inspection upon request by the City and used to generate the monthly and annual reports

18.9 Set-Out and Participation Rate Studies

The Proposer shall state how they propose to measure set-out rates (e.g., stop counts for each collection on each route, etc.)

Participation rate studies will be conducted by the Contractor each year of the Contract. The Proposer shall propose the basic methods of such a participation study. Final details of the participation study method can be negotiated as part of the final contract. A participation rate study will include counting the number of participating households, and noting each address, over a given period of time (e.g., a minimum of six weeks). The City will have final approval of the participation study methodology before it is implemented.

Any costs of set-out rate measurements and participation studies will be incurred by the Contractor.

18.10 Monthly, Annual Reports and Studies

The Contractor will submit to the City monthly reports and annual reports. At a minimum, the Contractor shall include the following information in its monthly reports:

- ♦ Gross amounts of materials collected, by recyclable material (in tons).
- ♦ Net amounts of materials marketed, by recyclable material (in tons).
- ♦ Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons).
- ♦ Amounts of “process residuals” disposed (in tons).
- ♦ Recycling service fee (based upon contracted price per ton).
- ♦ Revenue share credits back to the City (if any).

At a minimum, the Contractor shall include the following information in its annual reports:

- ♦ Annual sum total “roll-ups” of materials collected

Monthly reports shall be due to the City by the 15th day of each month. Annual reports shall be due by January 31 for the year preceding. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City’s recycling program (e.g., public education, multifamily recycling.).

18.11 Ownership of Recyclables

Ownership of the recyclables shall remain with the person placing them for collection until Contractor’s personnel or collection vehicle system physically touches them for collection, at which time the ownership of the recyclables shall transfer to Contractor.

18.12 Scavenging Prohibited

Edina City Code 1000.07 states: It is unlawful for any person other than the City’s recycling Contractor or owner’s independent hauler to collect, remove, or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers. The owner, owner’s employees, owner’s independent hauler’s employees, or City’s recycling Contractor’s employees may not collect or “scavenge” through recycling or other curbside or alleyside items in any manner that interferes with the contracted recycling services.

18.13 Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations, including cart tipping operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated recyclables shall be transported in a covered vehicle so that the recyclables do not drop or blow onto any public street or private property during transport.

18.14 Recyclable Materials Are Required to be Transported to Markets; Disposal Prohibited

Upon collection by the City’s recycling Contractor, the City’s Contractor shall deliver the designated recyclables to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

18.15 MRF Reports to MN Dept. of Revenue

A copy of the latest annual recycling facility report submitted to the Minnesota Department of Revenue shall be provided as part of the proposal in response to this RFP. These reports are for recycling facilities seeking exemption from solid waste management taxes pursuant to Minnesota Statutes 297H.06. If a prospective Contractor utilizes the processing services of

another company's facility, the latest MN Department of Revenue report of that subcontractor's facility shall be submitted as part of your proposal. The successful Contractor shall submit copies of any future MN Department of Revenue facility reports as part of annual reports to the City.

18.16 Processing Facilities Must be Specified

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for all City material collected. The proposals must clearly specify the location(s) of the recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and/or processed. The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

18.17 Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount by weight of each recyclable commodity by grade. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall allow the City or its designee to participate in the sampling and analysis and shall provide the City with a copy of each such analysis.

18.18 Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.

18.19 Lack of Adequate Market Demand

In the event that the market for a particular recyclable ceases to exist, or becomes economically depressed for more than a twelve (12) month period such that it becomes economically unfeasible to continue collection, processing and marketing of that particular recyclable, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. The Contractor shall pay the costs of all disposal of any item collected that is deemed not recyclable by Contractor and the City due to lack of adequate market demand. The City and Contractor shall specify a date in this written contract amendment to cease collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize recyclables ending up in landfill or disposal at other facilities receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving prior written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor.

18.20 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City in writing, the City will initiate the contract termination procedures.

18.21 Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

- ♦ Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner: \$50 per incident.
- ♦ Failure to collect properly notified missed collections: \$250 per incident.
- ♦ Failure to provide monthly and annual reports: \$100 per incident.
- ♦ Failure to complete the collections within the specified time frames: \$100 per incident.
- ♦ Failure to clean up from spills or blowage during collection operations: \$250 per incident.
- ♦ Failure to report on changes in location of recyclables processing operations: \$250 per incident.
- ♦ Failure to provide written description of the means to estimate relative amount of process residuals derived from the City's recyclables: \$500 per incident.
- ♦ Exceeding any maximum process residuals rate that may be negotiated as part of a final contract agreement: \$1,000 per exceedence.
- ♦ Failure to receive City written approval of changes to the "dual-sort" collection and processing systems prior to implementing any such change: \$5,000.
- ♦ Failure to conduct annual composition analysis: \$1,000 per incident.

These amounts will be for liquidated damages for losses suffered by the City and not for penalties.

18.22 City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. The Contractor shall publish and distribute, on an annual basis, the detailed recyclables preparation instructions as part of an annual public education flyer. The Contractor shall confer with the City on a draft of the flyer before finalization and printing.

18.23 City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident preparation instructions. At a minimum, this shall include (1) production and distribution of an annual flyer to each

home; and (2) distribution of “resident education tags” to be left by curbside collection crews if any non-City designated material is rejected and left at the curb. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and release of any such literature.

18.23.1 Annual Recycling Public Education Flyer.

The contractor shall provide at its expense an annual public education flyer to be included as an insert in one of the City’s quarterly utility bills. The flyer shall include an annual calendar, list of materials to include for recycling collection, list of materials that cannot be recycled in the City’s program, how to prepare materials for collection, a paragraph of information provided by the City of Edina Recycling Coordinator regarding recycling in Edina and a holiday collection schedule calendar. The Contractor shall receive approval of the flyer from the City before printing.

19 Curbside Collection Requirements

The following collection requirements are for curbside recycling. All residential collection will occur at curbside or in the alley way.

19.1 Curbside Collection Schedule Deadline

If the Contractor determines that the collection of recyclables will not be completed by 8:00 p.m. on the scheduled collection day, the Contractor shall notify the City by 3:30 p.m. that same day and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City’s contract-designated contact person cannot be reached, the Contractor will request to leave a message with the Community Health Director.

The City assumes that all residents receiving curbside collection service will be collected per the terms of the contract.

19.2 Procedure for Handling Non-Recyclable Materials

If Contractor determines that a resident has set out non-recyclable materials, the driver shall use the following procedure:

The Contractor shall leave the non-recyclable materials in the resident’s curbside recycling bin and leave an “education tag” indicating acceptable materials and the proper method of preparation. The driver shall record the address and the Contractor shall report the address to the City the next business day and will include the address with the monthly report.

If this procedure for handling non-recyclable materials is not feasible for automated or semi-automated collection systems, the Contractor must so specify and explain alternative public education systems to maintain and improve quality of recyclables set out by City residents.

20 Insurance and Other Legal Requirements

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

20.1 Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

20.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$500,000 fire damage and \$50,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

20.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

20.4 Professional Liability Insurance or Errors & Omissions

Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty-(30) date written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

20.5 Environmental Liability Insurance

The Contractor shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. The Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. The successful Proposer shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The successful Contractor shall further indemnify the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the City, its employees or agents.

20.6 Transfer of Interest, Non-Assignability

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or notation, without the prior written approval of the City. The Contractor shall have no right to assign or transfer its rights and obligations under said agreement without written approval from the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

20.7 Dispute Resolution and Arbitration Procedures

The parties agree that any controversy or claim arising out of or relating to this agreement or the breach thereof, shall be settled, at the option of the City by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof.

20.8 Bonds: Performance and Payment

The contract shall specify requirements for a performance and payment bonds to be called in the case of the Contractor's failure to perform or pay for contracted services. The performance and payment bonds shall be a minimum of \$150,000 each and shall be held by a company of the City's approval.

20.9 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

Once negotiations begin, the City will provide draft contract language to the preferred Contractor to address other standard legal requirements. (Note: These requirements may include, but not be limited to: specification for performance bond, prevailing wage; anti-trust, arbitration, human rights, and City administrative ordinance.)

20.10 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

20.11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

20.12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

20.13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of seven years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for seven years after final disposition of such property.

20.14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the final new contract is executed.

20.15 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

20.16 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

20.17 Contract Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after 60 days written notice to the Contractor has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, route maps, route notes, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Contractor shall owe to the City any and all "revenue share" for recyclable materials collected under the Contract but not yet marketed at the time of contract termination.

20.18 Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

Attachments

Proposal Content Checklist

Prospective Contractors shall complete and submit this checklist.

Items listed are mandatory *(unless noted otherwise).*

- ☐ **Four (4) bound copies of the proposal**
- ☐ **One (1) unbound (not stapled or bound) copy of the proposal**
- ☐ **One (1) electronic copy of the proposal**
(formatted in Microsoft Word or a suitably compatible alternative).
- ☐ **Attachment D - Signature Page**
- ☐ **Description of all subcontractors**

Proposed Price Worksheets, Attachments B.1 through B.4

(Please submit proposed price worksheets in a separate sealed envelope.)

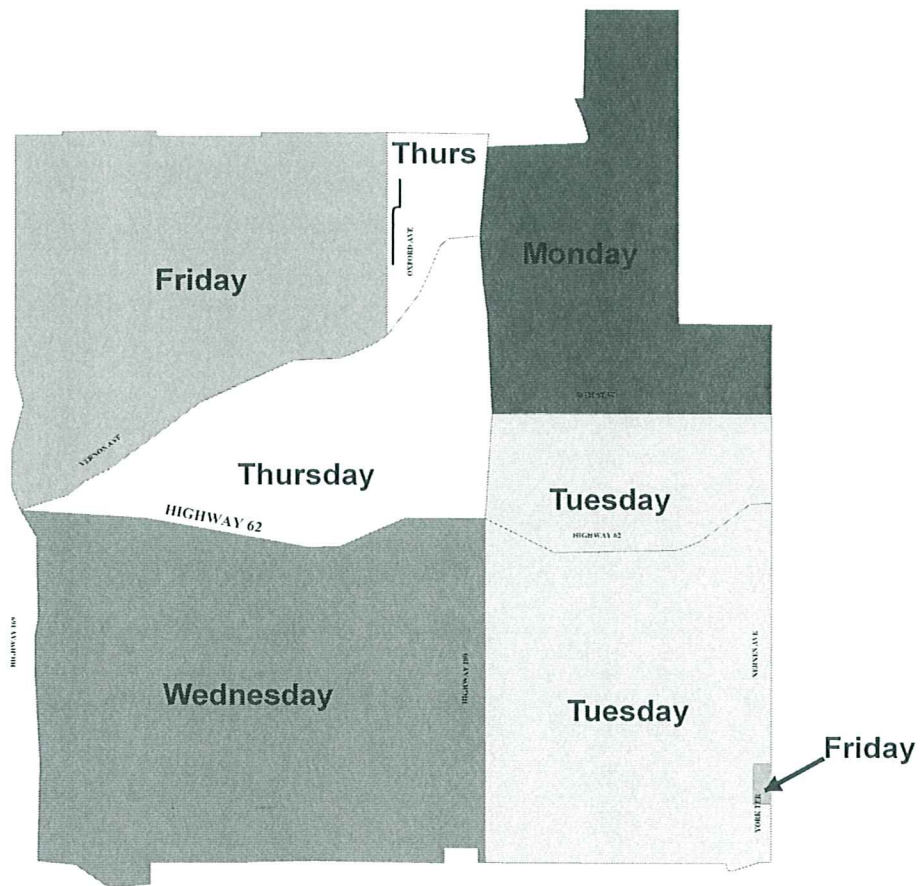
- ☐ B.1.1 Proposed Percent Revenue Sharing Worksheet
- ☐ B.1.2 Proposed Processing Fees Worksheet

B.2 Collection Service Fees Worksheets

- ☐ **B. 2.1 Two Sort Scenario**
- ☐ **B. 2.2 Single-sort Scenario**
- ☐ **B. 3 Proposer's Alternate Scenario** *(Not required):*
 - ☐ B.3.1 Complete Description of Alternate System
 - ☐ B.3.2 Proposed Alternate Percent Revenue Share
 - ☐ B.3.3 Proposed Alternate Processing Fees
 - ☐ B.3.4 Alternate Collection Service Fees Worksheet
- ☐ **Attachment C - Questionnaire**
- ☐ **Proof of ability to provide insurance**
- ☐ **Current example of an "education tag"**
(as left behind by the recycling collection crew with any non-targeted material)
- ☐ **Confidential information is/is not (circle one)**
included in a separate envelope *(optional)*

ATTACHMENT A

Route Map and Weekly Collection Schedule



City of Edina
Residential Recycling
Pick-Up Schedule



ATTACHMENT B: Price Worksheets

Attachment B.1

Revenue Sharing Formula and Processing Fee Price Worksheets

B.1.1 Proposed Percent Revenue Share By Commodity:

Revenue share is the percent of gross material sales ^(a) after the processing fees.
Our proposed percent revenue share rates proposed to be credited to the City are:

Percent Revenue Share (per RFP Specifications)			
Year ^(b) :	2013	2014	2015
All Paper Grades	_____ %	_____ %	_____ %
Aluminum	_____ %	_____ %	_____ %
Steel Cans	_____ %	_____ %	_____ %
Glass	_____ %	_____ %	_____ %
Plastic Bottles	_____ %	_____ %	_____ %

This revenue share is guaranteed and shall not be amended without a written agreement. *

Notes:

- (a) Revenue share material sales shall be based on the published market indexes specified in Section 13 of this RFP. Revenue share amounts shall come in the form of monthly credits back to the City.
- (b) Please add additional columns as needed if you want to show a different percent revenue share for the later years (2016 and beyond) within a five year or seven year contract term option.

B.1.2 Proposed Processing Fees By Commodity:

Our proposed per ton processing fees are:

Processing Fees (per RFP Specifications)			
Year ^(a) :	2013	2014	2015
All Paper Grades	\$_____ per ton	\$_____ per ton	\$_____ per ton
Aluminum	\$_____ per ton	\$_____ per ton	\$_____ per ton
Steel Cans	\$_____ per ton	\$_____ per ton	\$_____ per ton
Glass	\$_____ per ton	\$_____ per ton	\$_____ per ton
Plastic Bottles	\$_____ per ton	\$_____ per ton	\$_____ per ton

This processing fees are guaranteed and shall not be amended without a written agreement.

Notes:

- (a) Please add additional columns as needed if you want to show a different processing fee by commodity for the later years (2016 and beyond) within a five year or seven year contract term option.

Attachment B.2
Residential Curbside Recycling -
Collection Service Fees Price Worksheets
(Price per Household)

Attachment B.2.1.1 Dual-sort Scenario (three year term)

Our proposed price per household (i.e., Certified Dwelling Unit) for dual-sort curbside collection service per month from January 1, 2013 through December 31, 2015 for the City shall be:

Year	Price per Curbside CDU per Month
2013	\$ _____
2014	\$ _____
2015	\$ _____

Attachment B.2.1.2 Dual-sort Scenario (five year term)

Our proposed price per household (i.e., Certified Dwelling Unit) for dual-sort curbside collection service per month from January 1, 2013 through December 31, 2017 for the City shall be:

Year	Price per Curbside CDU per Month
2013	\$ _____
2014	\$ _____
2015	\$ _____
2016	\$ _____
2017	\$ _____

Attachment B.2.1.3 Dual-sort Scenario (seven year term)

Our proposed price per household (i.e., Certified Dwelling Unit) for dual-sort curbside collection service per month from January 1, 2013 through December 31, 2019 for the City shall be:

Year	Price per Curbside CDU per Month
2013	\$ _____
2014	\$ _____
2015	\$ _____
2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____

These price schedules are guaranteed and shall not be amended without a written agreement.

* Note: All prices above in B.2 are for the collection service component only. The fixed revenue sharing formulae proposed in Attachments B.1.1 and B.1.2 shall be assumed to be separate and in the form of a monthly credit back to the City. Collection days shall be assumed to be the current specified collection days unless otherwise stated within an alternate proposal scenario within B.3.1.

Attachment B.2.2.1 Single-sort Scenario (three year term)

Our proposed price per household (i.e., Certified Dwelling Unit) for single-sort curbside collection service per month from January 1, 2013 through December 31, 2015 for the City shall be:

Year	Price per Curbside CDU per Month
2013	\$_____
2014	\$_____
2015	\$_____

Attachment B.2.2.2 Single-sort Scenario (five year term)

Our proposed price per household (i.e., Certified Dwelling Unit) for single-sort curbside collection service per month from January 1, 2013 through December 31, 2017 for the City shall be:

Year	Price per Curbside CDU per Month
2013	\$_____
2014	\$_____
2015	\$_____
2016	\$_____
2017	\$_____

Attachment B.2.2.3 Single-sort Scenario (seven year term)

Our proposed price per household (i.e., Certified Dwelling Unit) for single-sort curbside collection service per month from January 1, 2013 through December 31, 2019 for the City shall be:

Year	Price per Curbside CDU per Month
2013	\$ _____
2014	\$ _____
2015	\$ _____
2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____

These price schedules are guaranteed and shall not be amended without a written agreement.

* Note: All prices above in B.2 are for the collection service component only. The fixed revenue sharing formulae proposed in Attachments B.1.1 and B.1.2 shall be assumed to be separate and in the form of a monthly credit back to the City. Collection days shall be assumed to be the current specified collection days unless otherwise stated within an alternate proposal scenario within B.3.1.

Attachment B.3

Proposer's Alternate

(Not required)

Proposers may suggest an alternate collection / processing scenarios and/or revenue sharing scenarios. To be considered eligible, proposals must be complete and fully responsive. The alternate scenarios submitted must have a complete system description (Attachment B.3.1). The proposer must complete the price worksheets in Attachments B.3.2, B.3.3, and B.3.4 or suitable equivalents.

The alternate system description (Attachment B.3.1) must include adequate details about: collection methods, frequency, schedules (e.g., days of the week), processing operations, any differences in marketing tactics, etc. Any differences compared to the dual-sort and single-sort RFP scenarios and revenue sharing requirements (as specified within this RFP) must be clearly and explicitly stated. Implied or unstated alternate provisions will be deemed as non-responsive and therefore not acceptable and may be grounds for the City to reject the alternate proposal.

B.3.1 Complete Description of Alternate System

(Please attach separate sheet.)

B.3.2 Proposed Alternate Percent Revenue Share
(Specify Materials Covered by this Alternate Scenario):

Our revenue share is the percent of gross material sales after the processing fees (unless explicitly and clearly proposed otherwise in as part of the alternate revenue sharing formula). Our alternate percent revenue share rates proposed to be credited to the City are:

Alternate Percent Revenue Share ^(a)			
Commodity (Please specify)	2013	Year 2014	2015
1.	_____ %	_____ %	_____ %
2.	_____ %	_____ %	_____ %
3.	_____ %	_____ %	_____ %
4.	_____ %	_____ %	_____ %
5.	_____ %	_____ %	_____ %
6.	_____ %	_____ %	_____ %
7.	_____ %	_____ %	_____ %
8.	_____ %	_____ %	_____ %
9.	_____ %	_____ %	_____ %
10.	_____ %	_____ %	_____ %

(Attach additional sheets as needed)

This revenue share is guaranteed and shall not be amended without a written agreement. The proposal shall provide explicit descriptions of the proposed published market indexes or means to document actual sales as the basis for materials sales revenue. Revenue share amounts shall come in the form of monthly credits back to the City.

Note:

- (a) Please add additional columns as needed if you want to show a different alternative revenue share by commodity for the later years (2016 and beyond) within a five year or seven year contract term options.

B.3.3 Proposed Alternate Processing Fees

(Specify Materials Covered by this Alternate Scenario):

Our proposed per ton processing fee for the specified recyclable materials is:

Alternate Processing Fees ^(a)			
Commodity (Please specify)	Year		
	2013	2014	2015
1.	\$_____ per ton	\$_____ per ton	\$_____ per ton
2.	\$_____ per ton	\$_____ per ton	\$_____ per ton
3.	\$_____ per ton	\$_____ per ton	\$_____ per ton
4.	\$_____ per ton	\$_____ per ton	\$_____ per ton
5.	\$_____ per ton	\$_____ per ton	\$_____ per ton
6.	\$_____ per ton	\$_____ per ton	\$_____ per ton
7.	\$_____ per ton	\$_____ per ton	\$_____ per ton
8.	\$_____ per ton	\$_____ per ton	\$_____ per ton
9.	\$_____ per ton	\$_____ per ton	\$_____ per ton
10.	\$_____ per ton	\$_____ per ton	\$_____ per ton

(Attach additional sheets as needed)

This processing fee is guaranteed and shall not be amended without a written agreement.

Note:

- (a) Please add additional columns as needed if you want to show a different alternative revenue share by commodity for the later years (2016 and beyond) within a five year or seven year contract term options.

B.3.4 Alternate Collection Service Fees Worksheet:

Our proposed price under this alternate scenario for curbside collection service per month from January 1, 2013 through December 31, 2015 for the City shall be:

Year ^(a)	Price per (specify units of payment):
2013	\$ _____
2014	\$ _____
2015	\$ _____

This price schedule is guaranteed and shall not be amended without a written agreement. Proposals with alternate pricing mechanisms other than “dollar per household” (e.g., dollar per ton) must provide explicit descriptions of the alternate methods of service measurement, documentation, verification and payment.

All prices above in B.3.4 are for the collection service component only. The fixed revenue sharing proposed in Attachments B.3.2 and B.3.3 shall be assumed to be separate and in the form of a monthly credit back to the City.

Note:

- (a) Please add additional columns as needed if you want to show a different alternative revenue share by commodity for the later years (2016 and beyond) within a five year or seven year contract term options.

ATTACHMENT C - Questionnaire

Please provide requested information to the items listed below. All questions should be answered fully in order to provide the City with an understanding of the services you would provide. Information and answers can be attached on separate sheets as needed.

1. Provide a list of acceptable materials you are currently able to collect, process and market, other than the listed materials the City requires in the RFP. Do you have any concerns about the City's list of designated recyclables?
2. Provide clear descriptions of the means used to calculate monthly recycling tonnage. For example, will you collect Edina loads of residential curbside recyclables separate from other customers? Will you weigh each load? If not, state any other assumptions, sources of data, and methods of calculation (e.g., average recovery rates in pounds per household served or pounds per stop).
3. Describe your interest and capability of adding materials in the future. Please note the types of materials that may be included in the future.
4. Describe what you propose as plans for education to better the quality of the program, to increase participation and volume of materials collected, both initially and over the term of this contract.
5. Describe how your company proposes to conduct set-out rates and participation studies.
6. Please describe your proposed means to provide annual materials composition for the City.
7. State your means to estimate process residuals from your (or subcontracted) recycling facility.
8. What techniques, controls and other innovations will you employ to increase efficiency and maximize material quality and revenues.
9. Provide an estimate of the relative amounts (in percent of total) of all residential container glass collected (all colors) by type of end use:

RECYCLED (by definition of recycling in Minnesota Statutes) including recycling into glass containers = _____%

BENEFICIALLY USED (by definition and rules of the MPCA) such as fiberglass, sand-blast and aggregate for construction projects (e.g., as gravel base for roads) = _____%

RECOVERED using other applications including alternative daily cover (ADC) or other use of aggregate for utilities (e.g., gas or leachate collection) at landfills= _____%; and

DISPOSED into landfills whether as a separate material (e.g., mixed, broken glass only) or a part of the mixed process residuals from the recycling facility = ____%.

10. The City plans to expand its list of types of plastics to be recycled to be consistent with the new Hennepin County recycling funding policy (as adopted November 2011). To help the City evaluate the relative strength of your plastic markets, provide an estimate of the relative amounts used by domestic (U.S. and Canadian) end-users for each of the following grades of plastic:

Plastic Resin Type	(Percent of Plastic Grade Marketed Domestically)	
	Bottle Grade	Non-Bottle Grade
PETE (#1)		
HDPE (#2)		
PVC (#3)		
LDPE (#4)		
PP (#5)		

Provide a list of your plastic end use markets for plastic types #3, #4 and #5. Provide a list of your plastic end use markets for plastic tubs and lids/caps. (Note: This information may be submitted as confidential, non-public data under a separate sealed envelope.) End use markets do not include intermediate plastic processors that only grind, wash and/or pelletize recycled plastics into flake or pellets. End use markets are defined as manufacturers that use recycled resins to make new products.

What steps will you company take over the life of this proposed contract to market more of your recyclable plastics to domestic markets? Can these plans be included into the proposed contract as service standards?

10a. Can you provide monthly certification disclosure documentation of end markets for each category of recyclable commodities?

10b. Verify that all recyclables that are collected in the city are not landfilled or incinerated. M.S. 115A.94 prohibits the unapproved disposal of separated recyclable materials

10c. How do you propose to estimate and report the amount of residuals from the end use markets (e.g., mills) that receive your recyclables from municipal recycling programs? How will you proposal assist the City in improving its understanding about the material quality and environmental impacts of the end users you select to use as markets?

11. If awarded the contract, describe how you will staff and deliver quality customer service during this Agreement. This includes, but is not limited to, collection service on the route,

and customer service in the office (e.g., answering residents' call; processing invoices; reports; etc.).

12. Briefly describe previous recyclables collection, processing and marketing experience. Highlight experience, municipal contracts, and recycling facilities within the Twin Cities Metropolitan Area (TCMA).

13. Specify if and how you will change your capacity (i.e., staff, vehicle fleet and processing / marketing) to fulfill the Agreement, if awarded.

14. Specify the management, supervisory and foreman staff that will be directly responsible for the operations of recycling services (i.e., collection, processing and marketing). Resumes of key individuals may be included, limited to one page per individual.

15. Describe plans for processing and marketing recyclables collected.

16. State your company safety philosophy. Provide written, signed confirmation that all required safety plans are on file and available for review upon request. Include your safety manager's name and contact information (i.e., phone number, e-mail) in the proposal.

17. Describe any environmentally sustainable initiatives in the TCMA that are currently a part of your company's business operations. List any future plans for your operations in the TCMA.

18. Minnesota's Global Warming Mitigation Act of 2007 commits to reducing the state's greenhouse gas (GHG) emissions by 15% by 2015. What actions will your company be taking by the end of this contract term to help achieve this goal in Minnesota? Describe your plans for reducing greenhouse gas (GHG) emissions as part of the proposed recycling services for the City of Edina. Itemize your GHG emission reduction plans in terms of the following four categories of the recycling system (listed in order of priority to the City of Edina):

- On-route, curbside collection operations in the City of Edina (e.g., route efficiencies, operator instructions and other driver policies, fleet maintenance, fuel types, and other transportation related measures directly related to curbside recycling operations).
- Recyclables materials processing operations in the TCMA (e.g., overall processing efficiencies, alternative means to reduce process residuals, facility energy efficiency, and other measures directly related to operation of your recycling facility or your subcontractor's recycling facility).
- Materials transportation to market (e.g., location of end markets, transportation logistics, etc.).
- Selection of end markets and their own efficiencies (e.g., overall production efficiencies, alternative means to reduce residuals from end use markets, etc.).

19. List at least three references. Provide the name, title, organization, phone number, e-mail, information, dates service provided. You are encouraged to submit up to three reference letters.

20. Marketing to highest and best use as a recyclable material, i.e. glass to glass, plastic bottle to plastic bottle is an environmental preference. Describe how your company meets this preference.

21. **Description of single-sort operations details** - If you are proposing under the single-sort scenario, answer the following questions in sufficient detail:

- 21.a Are you proposing any changes or variances to the single-sort scenario specifications as stated in the RFP (Section 10.2)? If so, itemize those changes and fully describe the difference. Also, estimate the cost implications of the proposed change.
- 21.b Can you make the RFP-specified start date of January 1, 2013? If not, what “change date” do you propose for start of the new single-sort recycling collection service?
- 21.c What size of recycling cart will be your standard or “default”?
- 21.d What is your proposed policy for number of “free” cart switches that residents can make per year? If a resident exceed this number of “free” cart switches, what is your proposed administrative, handling and/or delivery cost for any switch above this free level?
- 21.e What are your policies and truck-side procedures to manage prohibited items that residents may place in the recycling cart? Will your proposed single-sort operations have any public education “leave behind” tags for prohibited items? If so, attach a reference example of such a leave behind public education tag.
- 21.f What is your proposed cart color? Lid color?
- 21.g. What is your proposed/example content of resident in mold label (IML) instructions to be mounted on the lid? (Please include an example in your proposal.)
- 21.h What is your proposed policy and procedure for pick-up and recycling of the City’s old dual-sort curbside bins? Who is your proposed market for this type of plastic? Contact person, email and phone number?
- 21.i What is your proposed list of single-sort public education tools? Please describe in sufficient detail and include examples from other existing City programs.

25. Provide an example of Contractor’s annual report, trends in recovery rate and participation. Include efforts to expand recyclable markets, summary of market trends, contractor recommendations for improvements in city recycling program.

Attachment D - Signature Page

Project Title: City of Edina Residential Recycling Services

Date/Time Proposals Due: **Wednesday, April 18, 2012; No later than 4:00 p.m.**

PROPOSAL SUBMITTED BY:

Signature: _____

Name/Title: _____

Firm Name: _____

Mailing Address: _____

City/State/Zip: _____

Official Contact Person: _____

Phone Number(s): _____

Email Address: _____

PROPOSALS WILL BE ACCEPTED AT:

Edina City Hall

Attention: Recycling Coordinator

4801 West 50th Street, Edina, MN 55424

No later than 4:00 p.m. Wednesday, April 18, 2012 to be considered

RECEIPT OF PROPOSAL

RECEIVED: _____
DATE TIME BY WHOM